Exhibit F

P . 7

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is entered into effective March 31, 1999 between JIPC Management, Inc. a California corporation, 3450 Broad Street, Suite 105, San Luis Obispo, CA 93401 ("JIPC") and John's Incredible Pizza Company, Inc., a California corporation, 14766 Bear Valley Road, Victorville, CA 92392 ("John's Incredible Pizza").

RECITALS

- A. JPC is the owner of the trademarks, service marks and trade names set forth in Exhibit A (the "Trademarks").
- B. John's Incredible Pizza has licensed and desires to continue licensing the right to use the Trademarks in connection with restaurant and entertainment services.

AGREEMENT

1. License.

- 1.1 Subject to the terms of this Agreement, JIPC hereby grants to John's incredible Pizza, nume pro tune, a limited license to use the Trademarks solely in connection with restaurant and entertainment services at a single location. This license to use the Trademarks is nonexclusive, non-assignable, and nontransferable.
- 1.2 All right, title and interest in the Trademarks is and shall remain solely owned by JIPC and JIPC's licensors, if any. John's Incredible Pizza's use of the Trademarks shall inure solely to the benefit of JIPC and JIPC's licensors, if any.
- 1.3 JIPC may, at any time upon request, inspect all John's Incredible Pizza materials bearing Trademarks. JIPC may prohibit use of such materials at JIPC's sole discretion.
- 2. Term. This license is effective as of the date set forth above and will continue in effect until terminated. JIPC shall have the right to terminate this license upon thirty (30) days' written notice to John's Incredible Pizza. Upon termination, John's Incredible Pizza shall promptly cease all use of the Trademarks.
- 3. Quality Control. John's Incredible Pizza agrees that at all times any goods or services John's Incredible Pizza provides in conjunction with the Trademarks will be of a quality consistent with that presently associated with the Trademarks and John's Incredible Pizza shall otherwise conduct itself in a manner so as to preserve the goodwill associated with the Trademarks. JIPC shall have the right to inspect John's Incredible Pizza's facilities and operations on reasonable notice for the purpose of ensuring compliance with this quality control provision.
- 4. <u>Assignment.</u> This agreement may not be assigned without the prior written consent of JIPC.

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5. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to its subject matter.

"JIPC MANAGEMENT, INC."

By: John Parlet

Its: President

Date

"JOHN'S INCREDIBLE PIZZA

COMPANY, INC."

By: Berry Parle:

Its:

Date: 8/14/0

Exhibit A Trademarks

- 1. INCREDIBLE PIZZA CO.
- 2. JOHN'S INCREDIBLE PIZZA CO.
- 3. JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!
- 4. EXPERIENCE THE INCREDIBLE!

5.



6.



7. Any registrations for items 1-6 above, including without limitation (1) any federal registrations issuing from U.S. Patent and Trademark Office Application Nos. 76/585,945, 76/585,946, 76/585,975, 76/585,976, 76/585,977, 78/435,074, 78/435,080 and 78,435,085; and (2) California Service Mark Registration Nos. 059015, 059016, 059017, 059018 and 058668.